

Bond No. \_\_\_\_\_

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
OSAGE MINING LEASES BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_,

as principal \_\_\_\_\_, and \_\_\_\_\_

of \_\_\_\_\_ as surety(s) , are held and firmly bound unto the United States of America in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

The condition of this obligation is such that whereas the said \_\_\_\_\_

\_\_\_\_\_, principal, as lessee, entered into certain indenture of lease, dated \_\_\_\_\_ with the Osage Tribe, lessor, for the lease of a tract of land described as follows: \_\_\_\_\_

\_\_\_\_\_ and located in Osage County, Oklahoma, for oil and/or gas mining purposes effective from the date of approval hereof, and as long thereafter as oil and/or gas is found in paying quantities, provided that the term of this lease shall not extend beyond the date when the title to the minerals ceases to be in the Osage Tribe.

WHEREAS the surety hereby waives any right to notice of any modification of such lease or obligation thereunder, whether effected by extension of time for performance, by commitment of such lease to unit, cooperative, or communitization agreement, by waiver, suspension, or change in rental, except an increase thereof, by minimum royalty payment, except an increase thereof, by compensatory royalty payment, or otherwise, this bond to remain in full force and effect notwithstanding;

WHEREAS the principal and surety agree that the neglect or forbearance of the obligee-lessor in enforcing the payment of any rental or royalty or the performance of any other covenant, condition, or agreement of the lease, shall not in any way release the principal and surety, or either of them, from any liability under this bond; and

WHEREAS the principal and surety agree that in the event of any default under such lease, the obligee-lessor may commence and prosecute any claim, suit, action, or other proceeding against the principal or surety, or either of them, without the necessity of joining the other.

Now, if the said principal herein shall faithfully carry out and observe all the obligations assumed in said indenture and leases to which he, she or it, is now or may hereafter become a party and shall observe all the laws of the United States and regulations made, or which shall be made, thereunder, for the government of trade and intercourse with Indian tribes and all the rules and regulations that have been, or shall hereafter be, lawfully

prescribed by the Secretary of the Interior to such oil and/or gas mining leases and to the development thereof, and shall in all particulars comply with the provisions of said leases, rules, and regulations, then this obligation shall be null and void; otherwise to remain in full force and effect.

The rate of premium charged on this bond is \$ \_\_\_\_\_; the total premium paid is \$ \_\_\_\_\_

Signed and sealed in the presence of  
WITNESSES: (Two witnesses to all signatures)

\_\_\_\_\_  
P. O. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
P. O. \_\_\_\_\_

\_\_\_\_\_  
P. O. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
P. O. \_\_\_\_\_

\_\_\_\_\_  
P.O. \_\_\_\_\_

\_\_\_\_\_  
P. O. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
P. O. \_\_\_\_\_

Surety  
Agent \_\_\_\_\_ Address: \_\_\_\_\_

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
OSAGE AGENCY  
PAWHUSKA, OKLAHOMA

The within bond is hereby approved pursuant to authority delegated by 25 CFR 226.9

Approved:

Under authority delegated by: 200 DM 1, 209 DM 8  
8, 230 DM 1, 3 IAM 4.1 and Muskogee Area  
Addendum 9901 to 3 IAM 4 issued June 22, 1999.

\_\_\_\_\_  
Superintendent

**SAMPLE** Bond No. \_\_\_\_\_

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
OSAGE MINING LEASES BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ *Individual or Company Name*

\_\_\_\_\_ *Mailing Address* of \_\_\_\_\_ *City, State, Zip*,

as principal\_\_\_\_, and \_\_\_\_\_ *Surety Company Name & Mailing Address*

of \_\_\_\_\_ *City, State, Zip* as surety(s), are held and firmly bound unto the United States of America in the sum of \_\_\_\_\_ *Written amount of surety bond* (\$*Numeric Amount*), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

The condition of this obligation is such that whereas the said \_\_\_\_\_ *Individual or Company Name*

\_\_\_\_\_, principal, as lessee, entered into certain indenture of lease, dated \_\_\_\_\_ *Date of lease or assignment* with the Osage Tribe, lessor, for the lease of a tract of land described as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ *Lease No. and Legal Description*

and located in Osage County, Oklahoma, for oil and/or gas mining purposes effective from the date of approval hereof, and as long thereafter as oil and/or gas is found in paying quantities, provided that the term of this lease shall not extend beyond the date when the title to the minerals ceases to be in the Osage Tribe.

WHEREAS the surety hereby waives any right to notice of any modification of such lease or obligation thereunder, whether effected by extension of time for performance, by commitment of such lease to unit, cooperative, or communitization agreement, by waiver, suspension, or change in rental, except an increase thereof, by minimum royalty payment, except an increase thereof, by compensatory royalty payment, or otherwise, this bond to remain in full force and effect notwithstanding;

WHEREAS the principal and surety agree that the neglect or forbearance of the obligee-lessor in enforcing the payment of any rental or royalty or the performance of any other covenant, condition, or agreement of the lease, shall not in any way release the principal and surety, or either of them, from any liability under this bond; and

WHEREAS the principal and surety agree that in the event of any default under such lease, the obligee-lessor may commence and prosecute any claim, suit, action, or other proceeding against the principal or surety, or either of them, without the necessity of joining the other.

Now, if the said principal herein shall faithfully carry out and observe all the obligations assumed in said indenture and leases to which he, she or it, is now or may hereafter become a party and shall observe all the laws of the United States and regulations made, or which shall be made, thereunder, for the government of trade

and intercourse with Indian tribes and all the rules and regulations that have been, or shall hereafter be, lawfully prescribed by the Secretary of the Interior to such oil and/or gas mining leases and to the development thereof, and shall in all particulars comply with the provisions of said leases, rules, and regulations, then this obligation shall be null and void; otherwise to remain in full force and effect.

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WITNESSES: (Two witnesses to all signatures)

\_\_\_\_\_  
P. O. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
P. O. \_\_\_\_\_

\_\_\_\_\_  
P. O. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
P. O. \_\_\_\_\_

\_\_\_\_\_  
P.O. \_\_\_\_\_

\_\_\_\_\_  
P. O. \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Surety  
Agent \_\_\_\_\_ Address: \_\_\_\_\_

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BUREAU OF INDIAN AFFAIRS  
OSAGE AGENCY  
PAWHUSKA, OKLAHOMA

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